

**Office of the Illinois State Treasurer  
Alexi Giannoulis**

**Request for Information**

**Office Space for the Unclaimed Property Division**

**April 10, 2007**

**I. Summary**

The Office of the Illinois State Treasurer ("Treasurer") is issuing this Request for Information ("RFI") in order to obtain suitable office space for its Unclaimed Property Division ("UPD"). UPD consists of approximately 55 full-time employees based in Springfield, Illinois. UPD is responsible for administering the Illinois Uniform Disposition of Unclaimed Property Act and receives and processes claims for abandoned property. Thousands of reports and claims files are maintained by UPD, and staff is available to assist members of the general public with claims. Thus, security and a centralized location are primary factors under consideration. Proximity to the Treasurer's State House office and 300 West Jefferson, Springfield, Illinois office locations are also critical factors.

**II. Requirements**

- A.** The type of property to be leased is commercial office space.
- B.** The property will be used to house the Unclaimed Property Division of the Illinois State Treasurer's Office
- C.** The lease will be for an initial 4 year term with options to renew for up to three two year terms after the initial term.
- D.** Office Space in downtown Springfield is preferred.
- E.** The Treasurer's office requires a minimum of 17,000 square feet of space, with an additional 1,500 square feet of locked storage and a minimum of sixty parking spaces. A minimum of fifteen (15) individual offices will be required, along with at least one large conference room and one large break room. The office space may be on one or multiple floors, though it must be able to accommodate a minimum of 75 work stations (computer, phone, and desk) with a power supply sufficient for at least five devices per work station. A room with an area of approximately 100 square feet will be required for servers, the temperature of this room must remain between 70-75 degrees, and this room must be able to be locked. There are other networking and technical requirements that will need to be met. Hirsh security keypads must be able to be installed at each entry way.

### **III. Contents of Responses**

Each response must contain the following:

- A.** A cover letter with the following information:
  - i. The name, address, e-mail address and telephone number of the person or persons available for contact concerning your response and who is authorized to make representations on behalf of you or your organization.
  - ii. A statement indicating that, with the submission of your response, you understand that you are making an offer to the Treasurer's Office that is binding from the response opening date of April 27, 2007 to July 1, 2007.
- B.** Responses must be submitted in a sealed envelope or package bearing the title "State Treasurer's Request for Information on Office Space for the Unclaimed Property Division." The package must include one (1) original and five (5) copies of the response along with detailed pricing in response to this RFI. Pricing should be contained in a separate sealed envelope.
- C.** A fully executed Financial Interest and Potential Conflicts of Interest Disclosure Form A.\*
- D.** A fully executed Contract and Procurement Related Information Form B.\*
- E.** A fully executed Disclosure Form C.\*
- F.** A fully executed State Certification Form.\*

**\*Documents are attached at the end of the RFI.**

### **IV. RFI Policies and Procedures**

#### **A. Agency Project Contact**

Mr. Edward Buckles  
Chief Procurement Officer  
Illinois State Treasurer's Office  
300 West Jefferson Street  
Springfield, IL 62702  
Phone: (217) 782-6540  
Fax: (217) 524-3822  
E-mail: [ebuckles@treasurer.state.il.us](mailto:ebuckles@treasurer.state.il.us)

#### **B. Response Deadline**

***All responses must be received by mail or messenger no later than 2:00 p.m., April 27, 2007, to Mr. Edward Buckles at the address provided in Section A above. Responses may not be received via fax or e-mail.***

**C. Questions about this RFI**

You must submit any questions regarding this RFI. These questions must be prepared in writing and can be sent by mail, facsimile or e-mail to the Chief Procurement Officer at the address or number provided in Section A above. The responses to all questions will be posted to the website at [www.state.il.us/treas](http://www.state.il.us/treas).

**D. Internet/E-mail Communications**

The Treasurer's Office may communicate with responders via e-mail.

**E. Modifications to RFI**

Any modification that may alter a specification, term or condition to this RFI will be effective only in a written communication from the Treasurer's Office.

**F. Amendments**

If this RFI is amended, the Treasurer's Office will post formal written amendments to the Treasurer's website at [www.state.il.us/treas](http://www.state.il.us/treas).

**G. Responders' Costs**

The cost of developing a response to this RFI belongs solely to you and may not be charged to the Treasurer's Office or the state.

**H. Withdrawal/Modification to Response**

A responder may, by a letter or e-mail to the Chief Procurement Officer at the address provided in Section A above, withdraw or modify a submitted proposal prior to the RFI submission date.

**I. Response is an Offer**

A submitted response received and opened on April 27, 2007 by the Treasurer's Office is a binding offer, which is valid until July 1, 2007.

**J. Responses are State Property**

Upon opening by the Treasurer's Office on April 27, 2007, all submitted responses will become the property of the State of Illinois.

**K. Chief Procurement Officer May Cancel RFI**

If the Chief Procurement Officer determines that it is in the State's best interest, he reserves the right to do any of the following:

- Cancel this RFI;
- Modify this RFI in writing as needed; or
- Reject any or all responses to this RFI

#### **L. Evaluation Criteria**

A committee will objectively evaluate responses. Included in the criteria considered will be:

- Pricing;
- Conformity of office space to requirements stated herein; and
- Potential costs to the state of transferring operations to a new location

#### **M. Additional Information**

The Treasurer's Office reserves the right to request additional information and to meet with responders or their agents to discuss responses before or after submission.

### **V. Contractual Terms**

You must specifically agree to each contractual provision set forth below.

#### **A. Contractual Responsibility**

If chosen to provide office space under this RFI, you will be contractually responsible for all services provided.

#### **B. Illinois Law**

Any agreement made in connection with this RFI is governed in all respects by the law of the State of Illinois.

#### **C. Indemnification**

You will be required to indemnify, save and hold harmless, the Treasurer, his officers, agents and employees against any liability, including costs and expenses, for violation of general, proprietary rights, copyrights or rights of privacy of third parties arising out of the publications, translation, reproduction, delivery, use or disposition of any data furnished in response to this request, or based upon any libelous or any unlawful matter contained therein. You shall indemnify and hold the Treasurer harmless from and against any and all losses, including but not limited to losses due to your negligent acts, omissions, or willful acts.

#### **D. Services**

Under any lease entered into, the lessor will be required to provide the following services at its own expense:

- i. Heating and air conditioning when necessary for normal comfort in the premises
- ii. Electric and all other utilities
- iii. City water from the regular building outlets for drinking, sinks, and toilet purposes
- iv. Janitorial services
- v. Security for the building

The lessor shall further be required to maintain and provide necessary services in all common public areas of the building, including elevator maintenance. The lessor shall be responsible for snow removal and grounds and parking lot maintenance, including lighting, security in common area, and fire alarm maintenance.

#### **E. Asbestos**

The lessor, at its sole cost and expense, shall be required to remove all asbestos in the leased premises as required by law. If any asbestos removal is required, it shall be done in compliance with removal procedures of the Illinois Environmental Protection Agency or similar regulatory agencies and by a contractor licensed and certified in the jurisdiction where the leased premises are located.

#### **F. Accessibility Standards**

The lessor must represent and warrant that the demised premises shall meet all applicable city, state, and federal requirements for code compliance, including the latest accessibility standards, the number of required exits, number of required parking spaces, fire alarm systems, proper lighting and ventilating, and any and all other code items, including accessibility requirements for the disabled.

#### **G. Insurance**

The lessor will be required to maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty.

#### **H. Time for Performance**

Whenever the terms of the lease call for performance on a date that falls on a Saturday, Sunday, or legal holiday as defined in 205 ILCS 630/17, such performance shall be made on the next day that is not a Saturday, Sunday, or legal holiday.

## DISCLOSURES

### FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST

(Disclosure Form A)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offers desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Contractor/offers shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below.

#### Sec. 1. Disclosure of Financial Interest in the Contractor/Offers

- a. If any individuals have one of the following financial interests in the contractor/offers (or its parent), please check all that apply and show their name and address:

Ownership exceeding 5%	( )
Ownership value exceeding \$90,414.60	( )
Distributive Income Share exceeding 5%	( )
Distributive Income Share exceeding \$90,414.60	( )

Name: \_\_\_\_\_

Address: \_\_\_\_\_

- b. For each individual named above, show the type of ownership/distributable income share: sole proprietorship \_\_\_\_\_ stock \_\_\_\_\_ partnership \_\_\_\_\_ other (explain) \_\_\_\_\_.

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the contractor/offers (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offers (or its parent) is 5% or less, and if the value of the

ownership interest of the named individual(s) is \$90,414.60 or less, check here (\_\_\_\_\_)

If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds \$90,414.60, show either.

The percent of ownership \_\_\_\_\_ %  
or  
The value of the ownership interest \$ \_\_\_\_\_

Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check "Yes" or "No" to indicate which, if any, of the following potential conflicts of interest relationships apply. If "Yes," please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

- |    |  |              |             |
|----|--|--------------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services   | Yes<br>_____ | No<br>_____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.  | Yes<br>_____ | No<br>_____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years.  | Yes<br>_____ | No<br>_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes<br>_____ | No<br>_____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes<br>_____ | No<br>_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | Yes<br>_____ | No<br>_____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  | Yes<br>_____ | No<br>_____ |
| h. | Relationship to anyone who is or was a registered  | Yes          | No          |



lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. \_\_\_\_\_

i.	Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections.	Yes _____	No _____
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j.	Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes _____	No _____
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This disclosure is submitted on behalf of \_\_\_\_\_  
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

DISCLOSURES  
OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION  
(Disclosure Form B)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offersors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Contractor/offersor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

You must submit this information along with your bid, proposal or offer.

- a. Contractor/offersor shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" \_\_\_\_\_ or "No" \_\_\_\_\_.

If "Yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

- b. Contractor/offersor shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" \_\_\_\_\_ or "No" \_\_\_\_\_.

If "Yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of \_\_\_\_\_  
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offersor:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS  
STATEMENT  
(Disclosure Form C)

Executive Order of the Treasurer 07-01 requires a Vendor desiring to enter into contracts with an aggregate value exceeding \$10,000, to be paid from appropriations or expenditure authority under the sole jurisdiction of the Treasurer, to disclose political contributions made by the Vendor to the Treasurer or to a political committee established to promote the candidacy of the Treasurer.

Vendor shall disclose the information identified below as a condition of receiving an award or contract. **Vendor shall submit a completed disclosure at the time of submittal of the bid, proposal, or offer in a sealed envelope addressed to the attention of David Wells, Executive Inspector General of the Treasurer, 300 West Jefferson, Springfield, Illinois 62702. Questions concerning Disclosure Form C may be directed to Executive Inspector General David Wells at (217)557-1972.**

**Definitions:**

**“Affiliated person”** means any person with an ownership interest or distributive share of the bidding entity in excess of 5%, and executive employees of the bidding entity, and the spouse and minor children of any such persons.

**“Affiliated entity”** means any subsidiary of the bidding entity, any member of the same unitary business group or any political committee for which the bidding entity is the sponsoring entity as defined in the Election Code. (See definition of “sponsoring entity” below.)

**“Member of the same unitary business group”** means the same as that term is defined in the Illinois State Income Tax Code, 35 ILCS 5/1501(a)(2).

**“Sponsoring entity”** means (i) any person, political committee, organization, corporation, or association that contributes at least 33% of the total funding of the political committee or (ii) any person or other entity that is registered or is required to register under the Lobbyist Registration Act and contributes at least 33% of the total funding of the political committee.

**“Vendor”** means the bidder or offerer and any “affiliated person” or “affiliated entity” of the bidder or offerer.

**Disclosure:**

**Vendor shall identify any and all persons with an ownership interest or distributive share of the bidding entity in excess of 5%, and any and all executive employees of the bidding entity, and the spouse and minor children of such persons.**

**Vendor shall identify any and all subsidiaries of the bidding entity, and any and all members of the same unitary business group as well as any political committee for which the bidding entity is the sponsoring entity.**

Vendor shall identify whether within the previous two years it made political contributions required to be reported under Article 9 of the Election Code (10 ILCS 5/9) to the Treasurer or to a political committee established to promote the candidacy of the Treasurer by checking

**YES** ☐ or **NO** ☐.

**If “yes” is checked, identify below each political contribution by listing the recipient of the contribution, the name and address of the contributor, and the dollar amount of the contribution. Attach additional pages as necessary.**

Vendor certifies that the information herein is true and correct. The Undersigned affirms, under penalty of perjury, that he or she is authorized to execute this disclosure on behalf of the Vendor.

Printed Name of Vendor \_\_\_\_\_

\_\_\_\_\_  
Requisition/Contract Number

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## STATE CERTIFICATIONS

\_\_\_\_ (“CONTRACTOR”) makes the following certifications:

### **1.0 ANTI-BRIBERY.**

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 1400.5010 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5010).

### **2.0 BID-RIGGING/BID-ROTATING.**

CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

### **3.0 DRUG FREE WORKPLACE.**

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that CONTRACTOR shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless CONTRACTOR has certified to the State that CONTRACTOR will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
  - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
  - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - a. abide by the terms of the statement; and
    - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:

- i. the dangers of drug abuse in the workplace;
  - ii. CONTRACTOR's policy of maintaining a drug free workplace;
  - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **4.0 U.S. EXPORT ACT.**

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **5.0 NON-DISCRIMINATION.**

CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

#### **6.0 AMERICANS WITH DISABILITIES ACT.**

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any

aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

#### **7.0 ILLINOIS HUMAN RIGHTS ACT.**

CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

#### **8.0 FELONY.**

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

#### **9.0 FORMER EMPLOYMENT.**

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR was formerly employed by the Treasurer's Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

#### **10.0 INDUCEMENT.**

CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CONTRACTOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

#### **11.0 REVOLVING DOOR PROHIBITION.**

CONTRACTOR certifies neither it or its employees and agents are in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30), which prohibits certain officers and their designees from engaging in procurement activities for a certain time period.

#### **12.0 REPORTING ANTICOMPETITIVE PRACTICES.**

CONTRACTOR shall report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

#### **13.0 DISCRIMINATORY CLUB.**

CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

#### **14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.**

CONTRACTOR shall be in compliance with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #\_\_\_\_\_ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

_____ Individual	_____ Real Estate Agent
_____ Partnership	_____ Government Entity
_____ Corporation	_____ Trust or Estate
_____ Sole Proprietorship	_____ Tax Exempt Organization
(IRS 501	as (a) only)
_____ Not-for-Profit Corporation	_____ Medical and Health Care
	Services Provider

Corporation

#### **15.0 LICENSE.**

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement.

#### **16.0 APPROPRIATION.**

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

#### **17.0 RECORDS RETENTION.**

CONTRACTOR shall maintain, for as a minimum of three (3) years after the termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate



books, records, and supporting documentation are not available to support their purported disbursement.

#### **18.0 CONFLICTS OF INTEREST.**

CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from having or continuing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50).

#### **19.0 LATE PAYMENTS.**

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

#### **20.0 LIABILITY.**

The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

#### **21.0 DEBT DELINQUENCY.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-11 of the Illinois Procurement Code prohibits a person from entering into a contract with the Treasurer's Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 of the Illinois Procurement Code prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

#### **22.0 EDUCATIONAL LOAN DEFAULT.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan

Default Act prohibits an individual from entering into a contract with the Treasurer's Office if that individual is in default of an educational loan. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to be in default of an educational loan during the term of the Agreement.

### **23.0 FORCE MAJEURE.**

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

### **24.0 ANTITRUST ASSIGNMENT.**

CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

### **25.0 PROHIBITION OF GOODS FROM FORCED LABOR.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

### **26.0 PROHIBITION OF GOODS FROM CHILD LABOR.**

CONTRACTOR certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

### **27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.**

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-10.5 of the Illinois Procurement Code prohibits a business from bidding or entering into a contract with the Treasurer's Office if the business or any officer, director, partner, or other managerial

agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five (5) years from the date of conviction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any officer, director, partner, or other managerial agent of CONTRACTOR is determined to have been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the Agreement.

## **28.0 DISPUTES.**

Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited "ILCS") may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at [www.ilga.gov](http://www.ilga.gov).

## **29.0 THIRD-PARTY PAYMENTS.**

CONTRACTOR certifies that no fee was paid to a third-party in expectation of being awarded a contract by the Treasurer.

## **30.0 MOST FAVORABLE TERMS.**

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

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CONTRACTOR

By:

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Signature

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Name

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Title

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Date